

**Amendment Number 2**  
**to**  
**Contract Number DIR-SDD-196**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**American Messaging Services, LLC**  
**formerly known as**  
**Verizon Wireless Messaging Services, LLC**

This Amendment Number 2 Contract Number DIR-SDD-196 (“Contract”) is between the Department of Information Resources (“DIR”) and American Messaging Services, LLC d/b/a American Messaging formerly known as Verizon Wireless Messaging Services, LLC d/b/a Verizon Wireless (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges the purchase of Verizon Wireless Messaging Services, LLC by American Messaging Services, LLC. The name of the contracting firm has been changed to American Messaging Services, LLC with its principal place of business at 1720 Lakepointe Drive, Suite 100, Lewisville, TX 75057.
2. American Messaging Services, LLC hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-SDD-196 to the same extent as if it had been an original party thereto.
3. American Messaging Services, LLC also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
4. American Messaging Services, LLC hereby represents it is CISV, authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
5. **Appendix A, Section 5, Invalid Term or Condition**, is hereby restated in its entirety as follows:

**C. Invalid Term or Condition**

- 1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
  - 2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.
6. **Appendix A, Section 6, Product Terms and Conditions** , is restated in its entirety as follows:

**A. Technology Access Clause, As Required By §2157.005, Texas Government Code (Applicable to State Agency Purchases Only)**

1) Vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to DIR and each Customer purchasing products under the Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means, (ii) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use, and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase "equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance. In the event of a breach of the foregoing warranty, Vendor's liability should be limited to reimbursing the cost of the services to the individual end-user that complains of Vendor's noncompliance.

2) In accordance with Section 2157.001, Texas Government Code, this Subsection 6.A. remains in full force and effect for any Purchase Order issued under the Contract prior to September 1, 2006. This Subsection 6.A is invalid for any Purchase Order issued under the Contract on or after September 1, 2006.

**B. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)**

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>. Vendor believes, and the DIR acknowledges the belief, that paging devices are currently exempt from requirements set forth under Section 508 and the related State of Texas Accessibility requirements.

3) State agencies and institutions of higher education may begin voluntary compliance with this Subsection 6.B prior to September 1, 2006.

**C. Purchase of Commodity Items (Applicable to State Agency Purchases Only)**

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.C.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.C.

7. All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment 1, and then Contract DIR-SDD-196.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last party to sign.

**American Messaging Services, LLC**

**State of Texas, acting by and through the  
Department of Information Resources**

**Authorized By:** signature on file

**Authorized By:** signature on file

**Name:** Dave Andersen

**Name:** Brian S. Rawson

**Title:** COO

**Title:** Director of Service Delivery

**Date:** July 21, 2006

**Date:** August 14, 2006

**Legal:** 8/10/06